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NOTE: CHANGES MADE BY THE COURT

6 Attorneys for Defendant,
7 COUNTY OF LOS ANGELES and LOS ANGELES COUNTY SHERIFF'S
DEPARTMENT
8

9
10 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT OF CALIFORNIA

11
12 EDMOND BABAKHANLOU

13 Plaintiff,

14 vs.

15 LOS ANGELES COUNTY, LOS
ANGELES COUNTY SHERIFF'S
16 DEPARTMENT, DOES 1-25.

17 Defendants.
18

Case No.: 2:23-CV-08682-MCS-JPRx
Honorable: Mark C. Scarsi
Magistrate Judge: Jean P. Rosenbluth
[Room 7C]

**AMENDED STIPULATED
PROTECTIVE ORDER**

19
20 Complaint Filed: October 15, 2023
Trial: August 26, 2025

21 IT IS HEREBY STIPULATED by and between the Parties, Plaintiff Edmond
22 Babakhanlou, and Defendants County of Los Angeles and the Los Angeles County
23 Sheriff's Department, by and through their attorneys of record as follows:

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28 **1. INTRODUCTION**

1 1.1 PURPOSES AND LIMITATIONS

2 Discovery in this action may involve production of confidential, proprietary,
3 or private information for which special protection from public disclosure and from
4 use for any purpose other than prosecuting this litigation may be warranted.
5 Accordingly, the Parties hereby stipulate to and petition the Court to enter the
6 following Stipulated Protective Order. The Parties acknowledge that this Order does
7 not confer blanket protections on all disclosures or responses to discovery and that
8 the protection it affords from public disclosure and use extends only to the limited
9 information or items that are entitled to confidential treatment under the applicable
10 legal principles. The Parties further acknowledge, as set forth in Section 12.3 below,
11 that this Order does not entitle them to file Confidential Information under seal;
12 Civil Local Rule 79-5 sets forth the procedures that must be followed and the
13 standards that will be applied when a Party seeks permission from the Court to file
14 material under seal.

15 1.2 GOOD CAUSE STATEMENT

16 This action is likely to involve confidential, private, and privileged
17 information that may include personal information related to individual defendants
18 and potentially other third parties (including unnamed County employees and
19 incarcerated persons) not involved in this lawsuit. This may include HIPAA-
20 protected medical records as well as personnel documents of County employees
21 such as Pitchess-protected sworn peace officer records.

22 Accordingly, to expedite the flow of information, to facilitate the prompt
23 resolution of disputes over the confidentiality of discovery materials, to adequately
24 protect information the parties are entitled to keep confidential, to ensure that the
25 parties are permitted reasonable necessary uses of such material in preparation for
26 and in the conduct of trial, to address their handling at the end of the litigation, and
27 serve the ends of justice, a protective order for such information is justified in this
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1 matter. It is the intent of the parties that information will not be designated as
2 confidential for tactical reasons and that nothing be so designated without a good
3 faith belief that it has been maintained in a confidential, non-public manner, and
4 there is good cause why it should not be part of the public record of this case.

5 **2. DEFINITIONS**

6 2.1 Action: this pending federal lawsuit.

7 2.2 Challenging Party: a Party or Nonparty that challenges the designation
8 of information or items under this Order.

9 2.3 “CONFIDENTIAL” Information or Items: information (regardless of
10 how it is generated, stored, or maintained) or tangible things that qualify for
11 protection under Federal Rule of Civil Procedure 26(c) and as specified above in the
12 Good Cause Statement.

13 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
14 their support staff).

15 2.5 Designating Party: a Party or Nonparty that designates information or
16 items that it produces in disclosures or in responses to discovery as
17 “CONFIDENTIAL.”

18 2.6 Disclosure or Discovery Material: all items or information, regardless
19 of the medium or manner in which it is generated, stored, or maintained (including,
20 among other things, testimony, transcripts, and tangible things), that are produced or
21 generated in disclosures or responses to discovery in this matter.

22 2.7 Expert: a person with specialized knowledge or experience in a matter
23 pertinent to the litigation who has been retained by a Party or its counsel to serve as
24 an expert witness or as a consultant in this action.

25 2.8 House Counsel: attorneys who are employees of a Party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other outside
27 counsel.
28

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2.9 Nonparty: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

2.10 Outside Counsel of Record: attorneys who are not employees of a Party to this Action but are retained to represent or advise a Party and have appeared in this Action on behalf of that Party or are affiliated with a law firm that has appeared on behalf of that Party, including support staff.

2.11 Party: any Party to this Action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

2.12 Producing Party: a Party or Nonparty that produces Disclosure or Discovery Material in this Action.

2.13 Professional Vendors: persons or entities that provide litigation support services (for example, photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving data in any form or medium) and their employees and subcontractors.

2.14 Protected Material: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL.”

2.15 Receiving Party: a Party that receives Disclosure or Discovery Material from a Producing Party.

3. SCOPE

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above) but also any information copied or extracted from Protected Material; all copies, excerpts, summaries, or compilations of Protected Material; and any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material.

Any use of Protected Material at trial will be governed by the orders of the trial judge. This Order does not govern the use of Protected Material at trial.

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1 **4. DURATION**

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order will remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition is the later
5 of (1) dismissal of all claims and defenses in this Action, with or without prejudice,
6 or (2) final judgment after the completion and exhaustion of all appeals, rehearings,
7 remands, trials, or reviews of this Action, including the time limits for filing any
8 motions or applications for extension of time under applicable law.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 5.1 Each Party or Nonparty that designates information or items for
11 protection under this Order must take care to limit any such designation to specific
12 material that qualifies under the appropriate standards. To the extent practicable, the
13 Designating Party must designate for protection only those parts of material,
14 documents, items, or oral or written communications that qualify so that other
15 portions of the material, documents, items, or communications for which protection
16 is not warranted are not swept unjustifiably within the ambit of this Order.

17 Indiscriminate or routinized designations are prohibited. Designations that are
18 shown to be clearly unjustified or that have been made for an improper purpose (for
19 example, to unnecessarily encumber the case-development process or to impose
20 unnecessary expenses and burdens on other parties) may expose the Designating
21 Party to sanctions.

22 If it comes to a Designating Party's attention that information or items it
23 designated for protection do not qualify for that level of protection, that Designating
24 Party must promptly notify all other Parties that it is withdrawing the inapplicable
25 designation.

26 5.2 Except as otherwise provided in this Order, Disclosure or Discovery
27 Material that qualifies for protection under this Order must be clearly so designated
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1 before the material is disclosed or produced.

2 Designation in conformity with this Order requires the following:

3 (a) for information in documentary form (for example, paper or electronic
4 documents but excluding transcripts of depositions or other pretrial or trial
5 proceedings), the Producing Party must affix at a minimum the legend
6 “CONFIDENTIAL” to each page that contains Protected Material. If only a portion
7 or portions of the material on a page qualify for protection, the Producing Party
8 should to the extent practicable clearly identify the protected portion(s) (for
9 example, by making appropriate markings in the margins).

10 A Party or Nonparty that makes original documents available for inspection
11 need not designate them for protection until after the inspecting Party has indicated
12 which documents it would like copied and produced. During the inspection and
13 before the designation, all material made available for inspection must be treated as
14 “CONFIDENTIAL.” After the inspecting Party has identified the documents it
15 wants copied and produced, the Producing Party must determine which documents,
16 or portions thereof, qualify for protection under this Order. Then, before producing
17 the specified documents, the Producing Party must affix the “CONFIDENTIAL”
18 legend to each page that contains Protected Material. If only a portion or portions of
19 the material on a page qualify for protection, the Producing Party should to the
20 extent practical clearly identify the protected portion(s) (for example, by making
21 appropriate markings in the margins).

22 (b) for testimony given in depositions, the Designating Party must identify
23 the Disclosure or Discovery Material that is protected on the record, before the close
24 of the deposition.

25 (c) for information produced in some form other than documentary and for
26 any other tangible items, the Producing Party must affix in a prominent place on the
27 exterior of the container or containers in which the information is stored the legend
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1 “CONFIDENTIAL.” If only a portion or portions of the information warrant
2 protection, the Producing Party, to the extent practicable, must identify the protected
3 portion(s).

4 5.3 If timely corrected, an inadvertent failure to designate qualified
5 information or items does not, standing alone, waive the Designating Party’s right to
6 secure protection under this Order for that material. On timely correction of a
7 designation, the Receiving Party must make reasonable efforts to assure that the
8 material is treated in accordance with the provisions of this Order.

9 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

10 6.1 Any Party or Nonparty may challenge a designation of confidentiality
11 at any time consistent with the Court’s scheduling order.

12 6.2 The Challenging Party must initiate the dispute-resolution process (and,
13 if necessary, file a discovery motion) under Local Rule 37.

14 6.3 The burden of persuasion in any such proceeding is on the Designating
15 Party. Frivolous challenges, and those made for an improper purpose (for example,
16 to harass or impose unnecessary expenses and burdens on other parties), may expose
17 the Challenging Party to sanctions. Unless the Designating Party has waived or
18 withdrawn the confidentiality designation, all parties must continue to afford the
19 material in question the level of protection to which it is entitled under the
20 Producing Party’s designation until the Court rules on the challenge.

21 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

22 7.1 A Receiving Party may use Protected Material that is disclosed or
23 produced by another Party or by a Nonparty in connection with this Action only for
24 prosecuting, defending, or attempting to settle this Action. Such Protected Material
25 may be disclosed only to the categories of people and under the conditions described
26 in this Order. When the Action has been terminated, a Receiving Party must comply
27 with the provisions of Section 13 below (FINAL DISPOSITION).

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1 Protected Material must be stored and maintained by a Receiving Party at a
2 location and in a manner sufficiently secure to ensure that access is limited to the
3 people authorized under this Order.

4 7.2 Unless otherwise ordered by the Court or permitted in writing by the
5 Designating Party, a Receiving Party may disclose any information or item
6 designated “CONFIDENTIAL” only to the following people:

7 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
8 as employees of that Outside Counsel of Record to whom it is reasonably necessary
9 to disclose the information for this Action;

10 (b) the officers, directors, and employees (including House Counsel) of the
11 Receiving Party to whom disclosure is reasonably necessary for this Action;

12 (c) Experts (as defined in this Order) of the Receiving Party to whom
13 disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15 (d) the Court and its personnel;

16 (e) court reporters and their staff;

17 (f) professional jury or trial consultants, mock jurors, and Professional
18 Vendors to whom disclosure is reasonably necessary for this Action and who have
19 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

20 (g) the author or recipient of a document containing the information or a
21 custodian or other person who otherwise possessed or knew the information;

22 (h) during their depositions, witnesses and attorneys for witnesses to whom
23 disclosure is reasonably necessary, provided that the deposing party requests that the
24 witness sign the form attached as Exhibit A hereto and the witnesses will not be
25 permitted to keep any confidential information unless they sign the form, unless
26 otherwise agreed by the Designating Party or ordered by the Court. Pages of
27 transcribed deposition testimony or exhibits to depositions that reveal Protected
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1 Material may be separately bound by the court reporter and may not be disclosed to
2 anyone except as permitted under this Order; and

3 (i) any mediator or settlement officer, and their supporting personnel,
4 mutually agreed on by any of the Parties engaged in settlement discussions or
5 appointed by the Court.

6 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
7 **PRODUCED IN OTHER LITIGATION**

8 If a Party is served with a subpoena or a court order issued in other litigation
9 that compels disclosure of any information or items designated in this Action as
10 “CONFIDENTIAL,” that Party must

11 (a) promptly notify in writing the Designating Party. Such notification
12 must include a copy of the subpoena or court order unless prohibited by law;

13 (b) promptly notify in writing the party who caused the subpoena or order
14 to issue in the other litigation that some or all of the material covered by the
15 subpoena or order is subject to this Protective Order. Such notification must include
16 a copy of this Order; and

17 (c) cooperate with respect to all reasonable procedures sought to be
18 pursued by the Designating Party whose Protected Material may be affected.

19 If the Designating Party timely seeks a protective order, the Party served with
20 the subpoena or court order should not produce any information designated in this
21 action as “CONFIDENTIAL” before a determination on the protective-order request
22 by the relevant court unless the Party has obtained the Designating Party’s
23 permission. The Designating Party bears the burden and expense of seeking
24 protection of its Confidential Material, and nothing in these provisions should be
25 construed as authorizing or encouraging a Receiving Party in this Action to disobey
26 a lawful directive from another court.

27 **9. A NONPARTY’S PROTECTED MATERIAL SOUGHT TO BE**
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PRODUCED IN THIS LITIGATION

(a) The terms of this Order are applicable to information produced by a Nonparty in this Action and designated as “CONFIDENTIAL.” Such information is protected by the remedies and relief provided by this Order. Nothing in these provisions should be construed as prohibiting a Nonparty from seeking additional protections.

(b) In the event that a Party is required by a valid discovery request to produce a Nonparty’s Confidential Information in its possession and the Party is subject to an agreement with the Nonparty not to produce the Nonparty’s Confidential Information, then the Party must

(1) promptly notify in writing the Requesting Party and the Nonparty that some or all of the information requested is subject to a confidentiality agreement with a Nonparty;

(2) promptly provide the Nonparty with a copy of this Order, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Nonparty, if requested.

(c) If the Nonparty fails to seek a protective order within 21 days of receiving the notice and accompanying information, the Receiving Party may produce the Nonparty’s Confidential Information responsive to the discovery request. If the Nonparty timely seeks a protective order, the Receiving Party must not produce any information in its possession or control that is subject to the confidentiality agreement with the Nonparty before a ruling on the protective-order request. Absent a court order to the contrary, the Nonparty must bear the burden and expense of seeking protection of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

1 If a Receiving Party learns that by inadvertence or otherwise, it has disclosed
2 Protected Material to any person or in any circumstance not authorized under this
3 Order, the Receiving Party must immediately notify the Designating Party in writing
4 of the unauthorized disclosures, use its best efforts to retrieve all unauthorized
5 copies of the Protected Material, inform the person or people to whom unauthorized
6 disclosures were made of the terms of this Order, and ask that person or people to
7 execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto
8 as Exhibit A.

9 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE**
10 **PROTECTED MATERIAL**

11 When a Producing Party gives notice to Receiving Parties that certain
12 inadvertently produced material is subject to a claim of privilege or other protection,
13 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
14 Procedure 26(b)(5)(B).

15 **12. MISCELLANEOUS**

16 12.1 Nothing in this Order abridges the right of any person to seek its
17 modification by the Court.

18 12.2 By stipulating to the entry of this Order, no Party waives any right it
19 otherwise would have to object to disclosing or producing any information or item
20 on any ground not addressed in this Order. Similarly, no Party waives any right to
21 object on any ground to use in evidence of any of the material covered by this
22 Order.

23 12.3 A Party that seeks to file under seal any Protected Material must
24 comply with Civil Local Rule 79-5. Protected Material may be filed under seal only
25 pursuant to a court order authorizing the sealing of the specific Protected Material at
26 issue. If a Party's request to file Protected Material under seal is denied, then the
27 Receiving Party may file the information in the public record unless otherwise
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1 instructed by the Court.

2 **13. FINAL DISPOSITION**

3 After the final disposition of this Action, as defined in paragraph 4, within 60
4 days of a written request by the Designating Party, each Receiving Party must return
5 all Protected Material to the Producing Party or destroy such material. As used in
6 this subdivision, “all Protected Material” includes all copies, abstracts, compilations,
7 summaries, and any other format reproducing or capturing any of the Protected
8 Material. Whether the Protected Material is returned or destroyed, the Receiving
9 Party must submit a written certification to the Producing Party (and, if not the same
10 person or entity, to the Designating Party) by the 60-day deadline that identifies (by
11 category, when appropriate) all the Protected Material that was returned or
12 destroyed and affirms that the Receiving Party has not retained any copies, abstracts,
13 compilations, summaries, or any other format reproducing or capturing any of the
14 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an
15 archival copy of all pleadings; motion papers; trial, deposition, and hearing
16 transcripts; legal memoranda; correspondence; deposition and trial exhibits; expert
17 reports; attorney work product; and consultant and expert work product even if such
18 materials contain Protected Material. Any such archival copies that contain or
19 constitute Protected Material remain subject to this Order as set forth in Section 4
20 (DURATION).

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25 **14. SANCTIONS**

26 Any willful violation of this Order may be punished by civil or criminal
27 contempt, financial or evidentiary sanctions, reference to disciplinary authorities, or
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other appropriate action at the discretion of the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

DATED: October 21, 2024

MKRTCHYAN LAW

By:

/s/ Narine Mkrtchyan

Narine Mkrtchyan, Esq.

Attorneys for Plaintiff,
EDMOND BABAKHANLOU

DATED: October 21, 2024

**PETERSON BRADFORD BURKWITZ
GREGORIO BURKWITZ & SU**

By:

/s/ Avery Canty

Avi Burkwitz, Esq.

Avery Canty, Esq.

Attorneys for Defendants,
COUNTY OF LOS ANGELES and
LOS ANGELES COUNTY
SHERIFF'S DEPARTMENT

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1 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

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3 Dated: October 21, 2024

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HON. JEAN P. ROSENBLUTH
United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury that
I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of _____ [insert formal name of the case and the number and
initials assigned to it by the court]. I agree to comply with and to be bound by all the
terms of this Stipulated Protective Order and I understand and acknowledge that
failure to so comply could expose me to sanctions and punishment in the nature of
contempt. I solemnly promise that I will not disclose in any manner any information
or item that is subject to this Stipulated Protective Order to any person or entity except
in strict compliance with the provisions of this Order. I further agree to submit to the
jurisdiction of the United States District Court for the Central District of California
for the purpose of enforcing the terms of this Stipulated Protective Order, even if such
enforcement proceedings occur after termination of this action. I hereby appoint
_____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 100 North First Street, Suite 300, Burbank, California 91502.

On October 21, 2024, I served the foregoing document described as:

AMENDED [PROPOSED] STIPULATED PROTECTIVE ORDER

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

SEE ATTACHED MAILING LIST

- ☒ **BY CM/ECF NOTICE OF ELECTRONIC FILING:** I electronically filed document(s) with the Clerk of the Court by using the CM/ECF system. Participants in this case who are registered CM/ECF users will be served by the CM/ECF system. Participants in this case who are not registered CM/ECF users will be served by mail or by other means permitted by the court rules.
- ☐ **BY MAIL:** I deposited such envelope in the mail at Burbank, California. The envelope was mailed with postage thereon fully prepaid. As follows: I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage thereon fully prepaid at Burbank, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.
- ☐ **BY PERSONAL SERVICE:** I delivered such envelope by hand to the addressee.
- ☒ **FEDERAL:** I declare that I am employed in the office of a member of the bar of this court at whose direction the service was made.

Executed on October 21, 2024, in Burbank, California.

/s/ Maribel De Arcos

Maribel De Arcos

SERVICE LIST

RE: Babakhanlou, Edmond v. Los Angeles County, et al.

Case No.: 2:23-CV-08682-MCS-JPRx

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**Attorney for Plaintiff,
EDMOND BABAKHANLOU**

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